



STATE OF ALABAMA

DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

INVITATION TO BID

INVITATION TO BID NO: 10-X-2207258

REQ. AGENCY : 999999
PURCHASING DIVISION
AGENCY REQ. NO. :
T-NUMBER : T301
DATE ISSUED : 08/26/09
VENDOR NO. :
VENDOR PHONE NO. :
SNAP REQ. NO. : 1418397
BUYER NAME : PAT ANTLE

FOR: CELLULAR TELEPHONES

BUYER PHONE NO. : (334) 242-7253-
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:
DATE: 09/29/09 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 09/30/09 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE
MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: _____(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN _____ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: _____
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: _____
INTERNET WEBSITE: _____
6. GENERAL CONTRACTOR'S LICENSE NO: _____
TYPE OF G.C. LICENSE: _____
RETURN INVITATION TO BID:

US MAIL

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
P O BOX 302620
MONTGOMERY, AL 36130-2620

COURIER

STATE OF ALABAMA
DIVISION OF PURCHASING
RSA UNION BUILDING
100 N. UNION ST., SUITE 192
MONTGOMERY, AL 36104

***** IMPORTANT NOTE: *****

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE
ITEM 7 - COPY REQUIREMENT.

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED.
I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN
RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO
REFRAIN FROM BIDDING.

SWORN TO AND

FEIN OR SSN

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

_____ DAY OF _____

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: _____

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -

ITB NO. : 10-X-2207258

PAGE 2

INVITATION TO BID

OPEN DATE : 09/30/09 TIME: 10:00 AM

T-NUMBER : T301

RETURN DATE: 09/29/09 TIME: 5:00 PM

AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY BUSINESSES IN THE TECHNICAL COMPLETION OF REQUIRED FORMS MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS

REV: 08/19/09

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.
6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE.
8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED
BID RECEIVED LATE
BID NOT SIGNED/NOT ORIGINAL SIGNATURE
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION
NOTARIZED OWN SIGNATURE
REQUIRED INFORMATION NOT SUBMITTED WITH BID
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY
FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY"

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2207258
OPEN DATE : 09/30/09 TIME: 10:00 AM
T-NUMBER : T301
RETURN DATE: 09/29/09 TIME: 5:00 PM

PAGE 3

INVITATION TO BID

INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2207258
OPEN DATE : 09/30/09 TIME: 10:00 AM
T-NUMBER : T301
RETURN DATE: 09/29/09 TIME: 5:00 PM

PAGE 4

INVITATION TO BID

PURPOSE:

ESTABLISH A CONTRACT BETWEEN THE SUCCESSFUL VENDORS AND THE STATE OF ALABAMA (HEREINAFTER REFERRED TO AS THE STATE), WHEREBY THE STATE CAN ACQUIRE CELLULAR AND/OR PCS WIRELESS TELEPHONE, DATA AND PDA (PERSONAL DIGITAL ASSISTANT) EQUIPMENT AND SERVICES TO SUPPORT THE REQUIREMENTS OF ALL STATE AGENCIES. CONTRACT PRICES ARE AVAILABLE TO ALL LOCAL GOVERNMENTAL AGENCIES AND SCHOOLS.

THESE TELEPHONES ARE NOT FOR PERSONAL USE. STATE, LOCAL GOVERNMENT AGENCY AND SCHOOL SYSTEM EMPLOYEES CAN NOT USE THIS CONTRACT FOR THEIR OWN PERSONAL USE. THIS CONTRACT IS FOR STATE BUSINESS ONLY.

SPECIFICATIONS FOR WIRELESS EQUIPMENT & SERVICE:

WHO CAN BID:

THE VENDOR IS TO BID ONLY THE MSA'S (METROPOLITAN SERVICE AREA) OR RSA'S (RURAL SERVICE AREA) IN WHICH HE IS LICENSED TO PROVIDE SERVICE AND EQUIPMENT, AND IN WHICH HE CAN PROVIDE CONSISTENT, SATISFACTORY SERVICE. VENDORS MUST BE ABLE TO PROVIDE DATA PRODUCTS TO INCLUDE:

1. PDA/VOICE PRODUCTS GEARED TO EMAIL SOLUTIONS AND SOFTWARE SOLUTIONS
2. WIRELESS DATA CARDS (AIR CARDS)
3. CAMERA PHONES

VENDORS MUST HAVE THE ABILITY TO BID A MINIMUM OF SIX (6) VOICE CELL PHONES, A MINIMUM OF ONE (1) MODEL OF AIR CARDS AND A MINIMUM OF THREE (3) MODELS OF PDA'S, TO INCLUDE BLACKBERRY DEVICES AND OTHER BRAND SMARTPHONE DEVICES. VENDOR MUST INCLUDE IN THEIR CATALOG AT LEAST ONE (1) VOICE AND DATA COMBINED MODEL WITH INTERNATIONAL CAPABILITY AND GPS CAPABILITY.

VENDORS WILL NOT BE ALLOWED TO BID, OR ADD AT A LATER DATE, ANY COMMUNICATION DEVICE THAT HAS TWO-WAY CAPABILITY.

CERTIFICATION:

THE STATE MAY REQUIRE THE VENDOR TO PROVIDE CERTIFICATION ALLOWING HIM TO PROVIDE CELLULAR TELEPHONE SERVICE AND EQUIPMENT. VENDORS RESPONDING TO THIS SOLICITATION MUST BE IN FULL COMPLIANCE WITH ALL FEDERAL COMMUNICATIONS COMMISSION RULES AND REGULATIONS PERTAINING TO CELLULAR TELEPHONE SERVICE AND EQUIPMENT PROVIDERS.

AWARD:

THE STATE WILL AWARD BOTH EQUIPMENT AND SERVICE TO A SINGLE VENDOR WITHIN EACH MSA AND RSA. IF ANY ONE VENDOR CAN PROVIDE SERVICE TO AN ENTIRE AREA WHERE ALL OTHERS CAN ONLY PROVIDE PARTIAL SERVICE, THEN THAT VENDOR MAY BE AWARDED THAT MSA/RSA. IN AREAS WHERE NO SINGLE VENDOR CAN PROVIDE SERVICE TO THE ENTIRE AREA, THEN THAT AREA'S AWARD MAY BE DIVIDED.

BASIS OF EVALUATION:

BIDS WILL BE EVALUATED FOR TECHNICAL COMPLIANCE WITH THE SPECIFICATIONS ATTACHED TO THE INVITATION TO BID. FAILURE TO MEET THE TECHNICAL SPECIFICATIONS WILL DISQUALIFY THE BID.

THE AWARD WILL BE MADE TO THE VENDOR WITH THE LOWEST AGGREGATE LUMP SUM PRICE FOR A GROUP OF ITEMS IDENTIFIED ON THE "TARGET CONFIGURATION PRICE SHEET". FOR EVALUATION PURPOSES THE GROUPING WILL CONSIST OF LINE ITEMS REPRESENTING POTENTIAL COSTS ASSOCIATED WITH CELLULAR SERVICE FOR ONE MONTH (EXCLUDING EQUIPMENT COST). THE FORMULA FOR COMPUTING THE LUMP SUM TOTAL WILL BE THE COMPUTED SUM OF THE ITEMS LISTED BELOW:

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2207258
OPEN DATE : 09/30/09 TIME: 10:00 AM
T-NUMBER : T301
RETURN DATE: 09/29/09 TIME: 5:00 PM

PAGE 5

INVITATION TO BID

- * USAGE PACKAGE (200 MINUTES) TIMES A QUANTITY OF 50 EACH
- * USAGE PACKAGE (450 MINUTES) TIMES A QUANTITY OF 100 EACH
- * USAGE PACKAGE (1350 MINUTES) TIMES A QUANTITY OF 150 EACH
- * POOLED MINUTES PLAN (9000 MINUTES FOR A GROUP OF 20 PHONES) TIMES A QUANTITY OF 50 EACH
- * DATA AIR CARD - UNLIMITED USAGE TIMES A QUANTITY OF 100 EACH
- * PDA W/UNLIMITED EMAIL AND 600 CELLULAR MINUTES TIMES A QUANTITY OF 150 EACH
- * PDA W/UNLIMITED EMAIL ADDED TO VOICE LINE TIMES A QUANTITY OF 75 EACH
- * INSTANT AND TEXT MESSAGING - UNLIMITED USAGE TIMES A QUANTITY OF 20 EACH

THE MINUTE USAGE RATES ARE FOR EVALUATION PURPOSES ONLY. THE VENDOR MUST INCLUDE, AT A MINIMUM, THE ABOVE PACKAGES AND ITEMS ON THE "CATALOG DETAIL PRICE SHEET". OVERAGE CHARGES WILL NOT BE EVALUATED; HOWEVER, YOU MUST INCLUDE OVERAGE CHARGES FOR THE ABOVE PACKAGES IN THE "CATALOG DETAIL PRICE SHEET" IF YOU INTEND TO CHARGE FOR OVERAGES ON THESE PACKAGES. THE VENDOR SHOULD ALSO INCLUDE ON THE "CATALOG DETAIL PRICE SHEET" ALL OTHER PACKAGES AND RATE PLANS THE VENDOR CAN OFFER THE STATE.

PRICE SCHEDULES:
ANY VENDOR BIDDING ONE OR MORE SERVICE AREAS MUST BID THE SAME PRICES FOR EACH AREA BID.

EQUIPMENT DOCUMENTATION:
VENDORS MUST PROVIDE COMPLETE MANUFACTURER'S DOCUMENTATION FOR ALL EQUIPMENT AND SERVICES BID. THE INFORMATION PROVIDED MUST ADDRESS ALL SPECIFICATIONS AND FEATURES FOR EACH TYPE OF COMMUNICATION DEVICE, SERVICE, AND OTHER ITEMS AS SPECIFIED IN THIS INVITATION TO BID. ALL DOCUMENTATION AND INFORMATION PROVIDED MUST BE CLEARLY LABELED TO SHOW WHICH MODEL NUMBER, SPECIFICATION, AND CATALOG NUMBER TO WHICH THE INFORMATION IS APPLICABLE. THE VENDOR MAY PROVIDE ADDITIONAL INFORMATION TO SUPPORT THE MANUFACTURER'S DOCUMENTATION IN THE SAME FORMAT. FAILURE TO PROVIDE AND LABEL THE REQUIRED DOCUMENTATION MAY RESULT IN REJECTION OF BID!

VENDORS MUST INCLUDE IN THEIR CATALOG A MINIMUM OF FIVE MODELS OF VOICE CELLULAR DEVICES FREE OF CHARGE, INCLUDING AT LEAST TWO FLIP MODELS.

THE LOWEST RESPONSIBLE LUMP SUM TOTAL BID FOR EACH MSA OR RSA WILL RECEIVE THE AWARD FOR THAT AREA PROVIDED VENDOR'S EQUIPMENT MEETS ALL SPECIFICATIONS. A VENDOR MUST BID ALL LINE ITEMS WITHIN AN AREA FOR BID TO BE COMPLIANT FOR THAT AREA.

EQUIPMENT PRICING:
*** PLEASE ALSO SEE ATTACHED PRICING FORM INSTRUCTIONS***

ALL AWARDED VENDORS WILL BE REQUIRED TO FURNISH ON REQUEST FROM ANY STATE AGENCY A COMPLETE LIST OF ALL ITEMS BID AND MUST MATCH THE CATALOG PRICE SHEET. THIS PRICE LIST WILL BE IN FORCE FOR THE ENTIRE PERIOD OF THE CONTRACT THAT WILL RESULT FROM THIS BID. FAILURE TO COMPLY WILL RESULT IN THAT VENDOR BEING REMOVED FROM THE CONTRACT AND THOSE LINES WILL BE AWARDED TO THE NEXT LOWEST VENDOR. VENDOR SHOULD ALSO LIST ALL OTHER AVAILABLE TELEPHONES, ACCESSORIES, AS WELL AS SERVICES SUCH AS TEXT, OR SHORT MESSAGING, E-MAIL AND INTERNET ACCESS ON THE "CATALOG DETAIL PRICE SHEET" PROVIDED IN THE SPECIFICATIONS ATTACHED TO THE ITB. NOTE: AGENCIES CANNOT PURCHASE ANY EQUIPMENT OR SERVICE NOT LISTED IN THE CATALOG.

THE AWARDED VENDOR MUST ALSO INCLUDE STATE CATALOG PRICES ON THEIR WEBSITE. VENDOR MUST FURNISH A LINK TO THE WEBSITE, TO ALLOW ALL STATE AGENCIES TO ACCESS THE VENDOR'S STATE CATALOG ONLINE.

REMEMBER: THESE PRICES CAN NOT BE INCREASED AT ANY TIME DURING THE

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2207258
OPEN DATE : 09/30/09 TIME: 10:00 AM
T-NUMBER : T301
RETURN DATE: 09/29/09 TIME: 5:00 PM

PAGE 6

INVITATION TO BID

LENGTH OF THIS CONTRACT. ONLY NEW PIECES OF EQUIPMENT OR NEWLY INTRODUCED SERVICES CAN BE ADDED TO A CATALOG ONCE A CONTRACT HAS BEEN ESTABLISHED.

WHEN AN AWARDED VENDOR ACQUIRES NEW MODELS OF EQUIPMENT OR NEW SERVICES THAT CAN BE OFFERED DURING THE CONTRACT PERIOD, THE VENDOR MUST SEND DOCUMENTATION ALONG WITH A WRITTEN REQUEST THAT THOSE ITEMS BE ADDED TO THAT CONTRACT. THE DOCUMENTATION AND WRITTEN REQUEST MUST BE SENT TO THE BUYER OVERSEEING THE CONTRACT. THE BUYER WILL EXAMINE THE DOCUMENTATION AND, IF APPROVED, WILL ADD ANY NEW ITEMS TO THE CONTRACT.

NOTE: THE STATE EXPECTS NEW SERVICE PACKAGES TO BE ADDED AT SPECIALLY DISCOUNTED PRICES TO THE EXISTING CATALOG!!!

MANDATORY SERVICE FEATURES:

THE FOLLOWING MINIMUM SERVICES MUST BE INCLUDED IN THE MONTHLY ACCESS CHARGE TO THE STATE:

- * CALL FORWARDING
- * CALL WAITING
- * CALLING LINE IDENTIFICATION (CALLER ID)
- * VOICEMAIL SERVICE
- * THREE WAY CALLING

VENDORS SHOULD PROVIDE PRICING IN THE "CATALOG DETAIL PRICE SHEET" FOR ALL OTHER AVAILABLE SERVICE FEATURES.

ROAMING AND LONG DISTANCE: THE STATE WILL NOT PAY ANY ROAMING OR LONG DISTANCE CHARGES INSIDE THE UNITED STATES. VENDOR MUST LIST ANY APPLICABLE ROAMING AND LONG DISTANCE CHARGES, APPLIED TO CALLS ORIGINATING OR TERMINATING OUTSIDE THE U.S., ON THE CATALOG DETAIL PRICE SHEET.

CONVERSION OF EXISTING SERVICE:

THERE IS TO BE NO CHARGE FOR CONVERSION OF EXISTING EQUIPMENT FROM THE EXISTING CELLULAR SERVICE PROVIDER TO THE NEW CELLULAR SERVICE PROVIDER'S SYSTEM DURING THE LIFE OF THE CONTRACT SHOULD THE AGENCY CONVERT. IF THE AWARDED VENDOR'S SERVICE TECHNOLOGY IS NOT COMPATIBLE WITH EXISTING EQUIPMENT, THE VENDOR MUST REPLACE, AT NO ADDITIONAL COST TO THE STATE, SAID EQUIPMENT WITH COMPARABLE EQUIPMENT WHICH IS COMPATIBLE WITH THE NEW PROVIDER'S SERVICE TECHNOLOGY. THIS INCLUDES ALL HANDSETS AND DATA DEVICES, INCLUDING FLIP TOP MODELS, PDA'S AND AIR CARDS.

THE NEW SERVICE PROVIDER MUST ALSO PROVIDE WIRELESS LOCAL NUMBER PORTABILITY (WLNP) TO THOSE CONVERTING. THE AWARDED VENDORS WILL WORK WITH THE STATE TO HAVE THESE NUMBERS PORTED IN A SMOOTH MANNER, WITHOUT DISRUPTION OF SERVICE.

IF THE CURRENT PROVIDER IS THE SUCCESSFUL AWARDED VENDOR, THE VENDOR MUST OFFER TO REPLACE ANY CURRENT VOICE ONLY DEVICES THAT ARE A MINIMUM OF TWO (2) YEARS OLD WITH ONE OF THE FREE MODELS THAT ARE BID AT NO COST. THE USER WILL CHOOSE WHICH OF THE FREE MODELS HE/SHE WISHES TO REPLACE THEIR CURRENT DEVICE WITH.

PERMIT STATE CALLING CARD USAGE:

THE VENDOR'S NETWORK EQUIPMENT MUST IN NO WAY IMPEDE OR PREVENT STATE OFFICIALS FROM USING THEIR STATE ISSUED CALLING CARDS FOR LONG DISTANCE CALLS.

SUSPECTED FRAUD:

IN THE EVENT OF SUSPECTED FRAUD OR CLONING, THE VENDOR MUST NOTIFY THE AGENCY/CUSTOMER PRIOR TO DISCONNECTING THE SERVICE.

BILLING FORMAT:

THE STATE REQUIRES THAT ALL BILLS SENT TO A SINGLE AGENCY BILLING BE

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2207258
OPEN DATE : 09/30/09 TIME: 10:00 AM
T-NUMBER : T301
RETURN DATE: 09/29/09 TIME: 5:00 PM

PAGE 7

INVITATION TO BID

SETUP WITH A SINGLE INVOICE SHOWING THE TOTAL AMOUNT BILLED FOR ALL CELLULAR TELEPHONES AND SERVICES BEING BILLED TO THAT AGENCY ADDRESS, ALONG WITH DETAILED CALL REPORTS BROKEN DOWN BY EACH CELLULAR TELEPHONE NUMBER, SHOWING ALL CALLS AND SERVICES BEING BILLED ON THE CELLULAR TELEPHONE NUMBER, SHOWING ALL CALLS AND SERVICES BEING BILLED ON THE MONTHLY INVOICE, SHOWING THE DATE, TIME, NUMBERS CALLED OR RECEIVED, AND THE DURATION OF THE CALLS. AGENCIES MAY REQUEST THAT DETAILED BILLING NOT BE PROVIDED FOR ONE OR MORE CELLULAR NUMBERS. THIS BILLING IS TO BE PROVIDED AT NO COST TO THE STATE. ALL BILLING IS TO BE IN ARREARS.

TAXES/FEES: THE STATE IS EXEMPT FROM PAYING FEDERAL EXCISE TAX, E-911 TAXES AND COUNTY OR LOCAL SALES TAX. THE STATE IS RESPONSIBLE FOR THE SIX (6) PERCENT CELLULAR USAGE TAX FOR LOCAL CALLS. NO OTHER MONTHLY RECURRING FEES, TO SPECIFICALLY INCLUDE BUT NOT LIMIT TO, ADMINISTRATIVE ROAMING, BILLING, SURCHARGES, SET UP FEES, RECOVERY FEES, ELECTRONIC BILLING, OR THE UNIVERSAL SERVICE FUND FEE, WILL BE CHARGED TO THE STATE. THE STATE WILL PAY NO OTHER TAXES UNLESS THEY ARE FEDERALLY MANDATED TO BE PAID BY THE CUSTOMER. CHARGES THAT PERTAIN TO SERVICE PACKAGES, SUCH AS OVERAGE CHARGES, MUST BE STATED IN THE CATALOG, OR THE STATE WILL NOT PAY.

THE STATE WILL NOT PAY DETAILED BILLING, NON-DETAILED BILLING, ANY EARLY TERMINATION FEES OR DEVICE INSURANCE. NO OTHER NEW CHARGES OR FEES WILL BE ALLOWED ONCE A CONTRACT IS IN PLACE, EXCEPT THOSE THAT ARE FEDERALLY MANDATED THAT THE USER IS REQUIRED TO PAY.

USAGE REPORTS:
THE VENDOR MAY BE ASKED TO PROVIDE TO THE STATE OR RESPECTIVE AGENCY USAGE REPORTS FOR THE PREVIOUS SIX MONTHS BILLING CYCLE. THIS REPORT WILL INCLUDE THE FOLLOWING DATA: DATE AND TIME, NUMBER CALLED, DURATION OF CALL, ASSOCIATED COST PER CALL, AND THE TOTAL COST. THIS INFORMATION MUST BE SORTED BY STATE AGENCY AND TELEPHONE NUMBER FOR ALL TELEPHONES AND DATA DEVICES BEING INVOICED TO THE RESPECTIVE AGENCY. THIS REPORT WILL BE PROVIDED AT NO ADDITIONAL COST TO THE STATE.

INVENTORY REPORTS:
EACH JANUARY, THE VENDOR WILL PROVIDE AN INVENTORY LISTING FOR THE LATEST PERIOD THAT IDENTIFIES EACH CELLULAR DEVICE ASSIGNED TO THE STATE. THE REPORT MUST BE SORTED BY STATE AGENCY AND WILL INCLUDE THE FOLLOWING INFORMATION:

- * EACH CELL PHONE NUMBER
- * TOTAL NUMBER OF CELL PHONES/DEVICES PER STATE AGENCY
- * TOTAL MINUTES OF USAGE PER STATE AGENCY
- * GRAND TOTAL OF TELEPHONES/DEVICES
- * GRAND TOTAL OF MINUTES OF USAGE

THIS REPORT WILL BE PROVIDED AT NO COST TO THE STATE.

COVERAGE AREA MAP(S):
VENDORS MUST PROVIDE A PREDICTIVE RF MODELING MAP SHOWING IN-BUILDING, IN-CAR AND IN-STREET COVERAGE FOR PHONE AND DATA SERVICE. MAP SHOULD BE C-SIZE AT A MINIMUM. VENDORS SHOULD PLACE MAP IN A SEALED ENVELOPE AND IDENTIFIED AS A MAP. THE MAP WILL BE OPENED ONLY DURING THE EVALUATION PROCESS AND WILL NOT BE MADE PUBLIC.

AREA CODE BLOCKING:
VENDORS MUST DESCRIBE ANY CAPABILITIES THEY HAVE TO BLOCK OR PREVENT CALLS TO 900 AND OTHER HIGH FRAUD AREA CODES. ALSO DESCRIBE ANY OTHER FEATURES TO RESTRICT CALLING SUCH AS CALLS TO LOCAL NUMBERS AND 1-800 NUMBERS.

ADDITIONAL REQUIRED PRICING:

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2207258
OPEN DATE : 09/30/09 TIME: 10:00 AM
T-NUMBER : T301
RETURN DATE: 09/29/09 TIME: 5:00 PM

PAGE 8

INVITATION TO BID

VENDORS MUST INCLUDE IN THE "CATALOG DETAIL PRICE SHEET" ANY OVERAGE CHARGES ASSOCIATED WITH ANY USAGE PACKAGE. IF THE VENDOR DOES NOT INCLUDE OVERAGE CHARGES FOR A PLAN, THE STATE WILL INTERPRET THAT TO MEAN THE VENDOR DOES NOT INTEND TO CHARGE ANY OVERAGE CHARGES FOR THAT PLAN. THE VENDOR CANNOT TURN OFF A PHONE DUE TO A STATE EMPLOYEE GOING OVER THE PLAN MINUTES.

THE STATE UNDERSTANDS THAT FEES FOR DIRECTORY ASSISTANCE CALLS ARE REGULATED BY THE FCC AND ARE CONSIDERED A PASS-THROUGH CHARGE BY THE CELLULAR PROVIDER. THE STATE WILL PAY NO MORE THAN WHAT THE FCC CHARGES FOR DIRECTORY ASSISTANCE CALLS. THE VENDOR SHOULD INCLUDE IN THE BID ANY FREE DIRECTORY ASSISTANCE ACCESS PHONE NUMBERS AVAILABLE TO USERS IN ORDER TO PREVENT INCURRING CHARGES FOR FCC DIRECTORY ASSISTANCE CALLS.

VENDORS MUST PROVIDE COMPLETE CATALOG PRICING FOR REPLACEMENT EQUIPMENT INCLUDING BUT NOT LIMITED TO: PHONES, BATTERIES, ANTENNAS, POWER SUPPLIES, ADAPTORS ETC. THIS PRICING SHOULD BE SHOWN ON THE ATTACHED DETAIL PRICING SHEETS ALONG WITH STOCK/ITEM/MODEL NUMBERS AND ANY NECESSARY DESCRIPTIVE INFORMATION FOR EACH SPECIFICATION CATEGORY.

SAMPLES:

A WORKING SAMPLE MAY BE REQUESTED AT NO COST TO THE STATE AT ANY TIME DURING THE LIFE OF THE CONTRACT. BOTH THE EQUIPMENT AND THE SERVICE WILL BE PROVIDED AT NO COST TO THE STATE FOR A MINIMUM TEN DAY TEST PERIOD.

WARRANTY:

ALL EQUIPMENT MUST HAVE A MINIMUM ONE (1) YEAR WARRANTY. IF THE EQUIPMENT BID MANUFACTURER'S WARRANTY IS LESS THAN ONE (1) YEAR, THE VENDOR MUST PROVIDE WARRANTY COVERAGE EQUAL OR SUPERIOR TO THE MANUFACTURER'S WARRANTY FOR THE TIME PERIOD NEEDED TO COMPLETE THE ONE (1) YEAR REQUIREMENT. VENDORS MUST DESCRIBE IN DETAIL ALL COMPONENTS COVERED BY THE WARRANTY. FOR THOSE COMPONENTS NOT COVERED, THE VENDOR IS TO PROVIDE THE PRICING FOR EACH OF THE COMPONENTS AND LABOR COST TO REPLACE EACH COMPONENT IN THE CATALOG PRICING UNDER THE MISCELLANEOUS CATEGORY.

REPAIR SERVICE:

ALL WORK IS TO BE DONE BY THE VENDOR OR MANUFACTURER. SUBCONTRACTING CELLULAR SERVICE IS NOT PERMISSIBLE. THE STATE WILL OPERATE WITHIN THE SERVICE CYCLE OF THE VENDOR. HOWEVER, WHEN REPAIR SERVICE IS REQUIRED, A "LOANER PHONE" IN GOOD WORKING ORDER SHALL BE PROVIDED AS AN INTERIM REPLACEMENT. THE LOANER MUST HAVE THE CAPABILITY TO PERFORM SO AS NOT TO RESTRICT ITS USE.

NON-WARRANTY SERVICE:

IF A CELLULAR PHONE BECOMES INOPERABLE THROUGH CUSTOMER MISUSE OR ABUSE OR THE WARRANTY HAS EXPIRED, THE STATE WILL BE RESPONSIBLE TO GET IT BACK IN OPERATION. THE "LOANER PHONE" ALSO APPLIES IN THIS SITUATION.

RURAL SERVICE AREA (RSA):

IF A CONTRACT VENDOR BECOMES LICENSED TO PROVIDE SERVICE IN AN RSA OR ONE OF THE COUNTIES COMPRISING AN RSA, HE WILL PROVIDE THE EQUIPMENT AND SERVICE IN THAT MARKET AT THE SAME RATE PROVIDED IN THIS CONTRACT, PROVIDED THE TERRITORY IS NOT ALREADY SERVED BY A CONTRACT VENDOR.

DESCRIPTION OF MSA (METROPOLITAN SERVICE AREA):

| | | |
|----------------|------------------|--------------|
| ANNISTON - MSA | BIRMINGHAM - MSA | DOTHAN - MSA |
| - CALHOUN CO | - JEFFERSON CO | |
| | - WALKER CO | - DALE CO |

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2207258
OPEN DATE : 09/30/09 TIME: 10:00 AM
T-NUMBER : T301
RETURN DATE: 09/29/09 TIME: 5:00 PM

PAGE 9

INVITATION TO BID

| | |
|------------------|-------------------|
| - ST. CLAIR CO | - HOUSTON CO |
| - SHELBY CO | |
| GADSDEN - MSA | HUNTSVILLE - MSA |
| - ETOWAH CO | - LIMESTONE CO |
| | - MARSHALL CO |
| | - MADISON CO |
| | MOBILE - MSA |
| | - MOBILE CO |
| | - BALDWIN CO |
| MONTGOMERY - MSA | |
| - MONTGOMERY CO | FLORENCE - MSA |
| - AUTAUGA CO | - LAUDERDALE CO |
| - ELMORE CO | - COLBERT CO |
| | PHENIX CITY - MSA |
| | - RUSSELL CO |
| TUSCALOOSA - MSA | |
| - TUSCALOOSA CO | |

DESCRIPTION OF RSA (RURAL SERVICE AREA):

| | | |
|----------------|-----------------|-----------------|
| ALABAMA RSA #1 | ALABAMA RSA #2 | ALABAMA RSA #3 |
| - BLOUNT CO | - CHEROKEE CO | - CHOCTAW CO |
| - CULLMAN CO | - DE KALB CO | - FAYETTE CO |
| - FRANKLIN CO | - JACKSON CO | - GREENE CO |
| - LAWRENCE CO | | - HALE CO |
| - MARION CO | | - LAMAR CO |
| - MORGAN CO | | - MARENGO CO |
| - WINSTON CO | | - PICKENS CO |
| | | - SUMTER CO |
| ALABAMA RSA #4 | ALABAMA RSA #5 | ALABAMA RSA #6 |
| - BIBB CO | - CHAMBERS CO | - CLARKE CO |
| - CHILTON CO | - CLAY CO | - CONECUH CO |
| - DALLAS CO | - CLEBURNE CO | - ESCAMBIA CO |
| - LOWNDES CO | - COOSA CO | - MONROE CO |
| - PERRY CO | - RANDOLPH CO | - WASHINGTON CO |
| - WILCOX CO | - TALLADEGA CO | |
| | - TALLAPOOSA CO | |
| ALABAMA RSA #7 | ALABAMA RSA #8 | |
| - BUTLER CO | BARBOUR CO | |
| - COFFEE CO | BULLOCH CO | |
| - COVINGTON CO | HENRY CO | |
| - CRENSHAW CO | LEE CO | |
| - GENEVA CO | MACON CO | |
| - PIKE | | |

DISCONTINUED EQUIPMENT:

IF ANY EQUIPMENT IS DISCONTINUED DURING THE VALID CONTRACT PERIOD, THE CONTRACT VENDOR WILL MAKE AVAILABLE EQUIPMENT THAT IS EQUAL TO OR SUPERIOR IN PERFORMANCE, FUNCTIONS AND FEATURES. THE REPLACEMENT EQUIPMENT SHALL BE AVAILABLE THROUGH THE CONTRACT UNDER THE SAME PRICING, TERMS AND CONDITIONS AS THE ITEM(S) IT REPLACES.

LOST OR STOLEN TELEPHONES:

THE VENDOR MUST MAINTAIN A 24 HOUR, 7 DAY-A-WEEK NUMBER FOR REPORTING LOST OR STOLEN EQUIPMENT SO THAT SERVICE MAY BE SHUT OFF FOR THE NUMBER(S) INVOLVED. THE STATE WILL NOT BE RESPONSIBLE FOR ANY USAGE EXPENSES OR OTHER CHARGES AFTER REPORTING THE EQUIPMENT LOST OR STOLEN.

INSTRUCTIONS AND TRAINING:

VENDORS MUST PROVIDE LEGIBLE PRINTED INSTRUCTIONS ON THE USE OF THE VENDOR'S EQUIPMENT, SERVICE AND FEATURES. THESE INSTRUCTIONS MUST BE

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2207258
OPEN DATE : 09/30/09 TIME: 10:00 AM
T-NUMBER : T301
RETURN DATE: 09/29/09 TIME: 5:00 PM

PAGE 10

INVITATION TO BID

EASILY UNDERSTOOD BY PERSONS UNFAMILIAR WITH CELLULAR EQUIPMENT, SERVICES, AND/OR THE FEATURES PROVIDED. WHEN REQUESTED, THE VENDOR MUST SUPPLEMENT THE PRINTED INSTRUCTIONS WITH PERSONALIZED INSTRUCTION FOR ONE OR MORE USERS AT NO ADDITIONAL COST TO THE STATE.

PROTECTION AGAINST THEFT OF SERVICE:
VENDORS ARE TO DESCRIBE ANY FEATURES OR SERVICES USED TO PROTECT AGAINST THEFT OF SERVICES SUCH AS DUPLICATION OF IDENTIFICATION NUMBERS TRANSMITTED BY CELLULAR EQUIPMENT OR THROUGH DUPLICATION OF FIRMWARE EQUIPMENT IDENTIFICATION NUMBERS FROM STOLEN EQUIPMENT, AND OTHER UNAUTHORIZED USED.

RESPONSE TO INVITATION TO BID:
VENDORS MUST SUBMIT ONE (1) ORIGINAL PAPER BID RESPONSE AND TWO (2) PAPER COPIES TO STATE PURCHASING. VENDORS MUST ALSO SUBMIT A SOFT (ELECTRONIC) COPY OF THE "CATALOG DETAIL PRICE SHEET" ON A PROPERLY LABELED CD.

ASSIGNMENT OF CONTRACT:
THE VENDOR MUST NOT ASSIGN, SUBLET OR TRANSFER ANY CONTRACT RESULTING FROM THIS SOLICITATION WITHOUT WRITTEN PERMISSION FROM THE STATE PURCHASING DIRECTOR.

***** E-RATE *****

THE SCHOOLS AND LIBRARIES PROGRAM OF THE UNIVERSAL SERVICE FUND (E-RATE) MAKES DISCOUNTS AVAILABLE TO ELIGIBLE SCHOOLS AND LIBRARIES FOR TELECOMMUNICATION SERVICES, INTERNET ACCESS, AND INTERNAL CONNECTIONS. THE PROGRAM IS INTENDED TO ENSURE THAT SCHOOLS AND LIBRARIES HAVE ACCESS TO AFFORDABLE TELECOMMUNICATIONS AND INFORMATION SERVICES. THE SERVICES OF THIS RESULTING CONTRACT INCLUDE ELIGIBLE E-RATE SERVICES THAT E-RATE ELIGIBLE ENTITIES INCLUDING PUBLIC K-12 SCHOOLS AND LIBRARIES OF ALABAMA MAY CHOOSE TO PURCHASE.

DETAILED INFORMATION ABOUT THE E-RATE PROGRAM CAN BE FOUND AT [HTTP://WWW.USAC.ORG/SL/](http://www.usac.org/sl/). IT IS A REQUIREMENT THAT THE AWARDED VENDOR WILL PROVIDE A SERVICE PROVIDER IDENTIFICATION NUMBER (SPIN) AND MAINTAIN ELIGIBLE STATUS WITH THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY (USAC) AND THE FEDERAL COMMUNICATIONS COMMISSION (FCC) IN ORDER TO PARTICIPATE IN THE E-RATE PROGRAM. IN THE EVENT THAT AN E-RATE ELIGIBLE APPLICANT APPLIES FOR E-RATE ELIGIBLE SERVICES AND IS DENIED FUNDING BY USAC OR FCC THE VENDOR MUST AGREE THAT THE APPLICANT IS TO NOT BE HELD LIABLE FOR THE PURCHASE OF THE SERVICES THAT WERE TO BE ESTABLISHED AS A RESULT OF THE E-RATE APPLICATION.

FREIGHT TERMS:
ALL ORDERS SHALL BE F.O.B. DESTINATION TO ANY POINT IN ALABAMA. ITEMS WILL BE DELIVERED TO THE OFFICE OF THE ORDERING AGENCY LISTED ON THE PURCHASE ORDER WITH ALL FREIGHT CHARGES PAID BY THE VENDOR. DOCK DELIVERIES ARE NOT ACCEPTABLE.

CONTRACT PERIOD:
ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, FOURTH, OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

NOTICE: UNDER STATE PURCHASING LAWS, AGENCIES HAVE THE RIGHT TO CANCEL SERVICE WITH A THIRTY DAY WRITTEN NOTICE (THIS WOULD BE A PURCHASE ORDER CHANGE). THERE WILL BE NO EARLY TERMINATION FEE APPLIED.

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 10-X-2207258
OPEN DATE : 09/30/09 TIME: 10:00 AM
T-NUMBER : T301
RETURN DATE: 09/29/09 TIME: 5:00 PM

PAGE 11

INVITATION TO BID

NEW EQUIPMENT:

ALL EQUIPMENT MUST BE NEW AND UNUSED AND ACCEPTABLE BY THE ORIGINAL EQUIPMENT MANUFACTURER FOR THEIR MAINTENANCE.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE FURNISHED WITHIN THREE (3) DAYS FROM RECEIPT OF REQUEST. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID.

PRICE DECREASES:

THE BUYER SHALL BE NOTIFIED IMMEDIATELY IF THERE ARE ANY PRICE DECREASES AFFECTING A STATE TERM CONTRACT. THE STATE SHALL RECEIVE THE BENEFIT OF THE DECREASE AS SOON AS POSSIBLE IN ACCORDANCE WITH THE WRITTEN NOTIFICATION FROM THE CONTRACT VENDOR.

QUANTITY:

THE EXACT QUANTITY FOR EACH ITEM IS NOT KNOWN AT THIS TIME. THE STATE DIVISION OF PURCHASING DOES NOT GUARANTEE THAT THE STATE WILL BUY ANY AMOUNT. ORDERS WILL BE PLACED BY DEPARTMENTS AS NEEDED AND WILL GIVE COMPLETE SHIPPING INSTRUCTIONS. THIS ALSO APPLIES TO CELLULAR AIRTIME. THE NUMERAL "1" IN THE QUANTITY COLUMN IS FOR PURCHASING IN-HOUSE USE ONLY.

THE STATE ESTIMATES THAT THE CURRENT CELLULAR/WIRELESS ENVIRONMENT IN THE STATE CONSISTS OF:

- *1341 HANDSETS (OF WHICH THE MAJORITY ARE IN MONTGOMERY, WITH THE REST BEING SCATTERED AROUND THE STATE)
- *1700 AIR CARDS
- *426 PDA/SMARTPHONE DEVICES
- *722 BLACKBERRY DEVICES

NOTE: 80% OF THE PDA AND BLACKBERRY USERS HAVE A VOICE PLAN ADDED AND IS NOT REFLECTED IN THE HANDSET COUNT

THE STATE CANNOT SUPPLY ANY QUANTITIES USED BY LOCAL GOVERNMENTS.

QUANTITY:

PROMOTIONAL OFFERINGS CONSISTING OF CONTRACT ITEMS* WILL BE CONSIDERED AND ARE OFFERED AT A REDUCED PRICE FOR THE PROMOTIONAL PERIOD. A PROMOTIONAL OFFERING OF ITEMS NOT ON CONTRACT WILL BE CONSIDERED IF THE PRICE IS EQUAL TO OR LESS THAN THE SUM OF THE CONTRACT PRICES. THE STATE WILL NOT FILE FOR REBATES; THE VENDOR MUST OFFER AND BILL AT THE NET DISCOUNTED PRICE OF THE APPLICABLE OFFERING. VOLUME DISCOUNTS WILL BE ALLOWED WITH THE PROVISION THAT ANY PURCHASING ENTITY THAT PURCHASES THE EQUIVALENT VOLUME BE OFFERED THE SAME RATE OF DISCOUNT.

*PROMOTIONS MAY ONLY BE EXTENDED TO EQUIPMENT AND ACCESSORIES.

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER:

ITB NO. : 10-X-2207258

OPEN DATE : 09/30/09 TIME: 10:00 AM

T-NUMBER : T301

RETURN DATE: 09/29/09 TIME: 5:00 PM

PAGE 12

INVITATION TO BID

THE FOLLOWING CONFERENCES WILL BE HELD

CONFERENCE

LOCATION

MANDATORY PRE-BID CONFERENCE

DATE: 09/10/09

TIME: 10:00 AM

STATE PURCHASING

RSA UNION BLDG SUITE 192

100 N. UNION STREET

MONTGOMERY, AL 36130

PRICE SHEET

VENDOR NAME :

VENDOR NUMBER:

ITB NO. : 10-X-2207258

PAGE 13

INVITATION TO BID

OPEN DATE : 09/30/09 TIME: 10:00 AM

T-NUMBER : T301

RETURN DATE: 09/29/09 TIME: 5:00 PM

| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENDED AMOUNT |
|-------------|-------------------------------|----------|------|------------|--------------------|
|-------------|-------------------------------|----------|------|------------|--------------------|

UNLESS SPECIFIED OTHERWISE BELOW:

SHIP TO: R1 /

STATEWIDE

| | | | | | |
|-------|---|---|-----|-------|-------|
| 00001 | COMMODITY CODE: 725-17-000000 DIGITAL/1400 MHZ PERSONAL COMMUNICATIONS | 1 | LOT | _____ | _____ |
|-------|---|---|-----|-------|-------|

PAGE TOTAL

BID TOTAL

State of Alabama
Invitation To Bid
For
Cellular Wireless Services and Equipment

1. **PURPOSE OF CONTRACT:** The purpose of this Invitation to Bid (ITB) is to establish a contract between the successful vendors and the State of Alabama (hereinafter referred to as the STATE), whereby the STATE can acquire cellular (including PCS) wireless telephone, data and PDA (Personal Digital Assistant) equipment and services to support the requirements of all state agencies. Local governments and school systems (and individual schools) have the option of purchasing from this contract. Vendors will not be allowed to bid, or add at a later date, any communication device that has two-way capability.
2. **E-RATE:** The schools and libraries program of the Universal Service Fund (e-rate) makes discounts available to eligible schools and libraries for telecommunication services, internet access, and internal connections. The program is intended to ensure that schools and libraries have access to affordable telecommunications and information services. The services of this resulting contract include eligible e-rate services that e-rate eligible entities including public K – 12 schools and libraries of Alabama may choose to purchase.

Detailed information about the e-rate program can be found at [HTTP: // WWW.USAC.ORG/SL/](http://WWW.USAC.ORG/SL/). It is a requirement that the awarded vendor will provide a service provider identification number (SPIN) and maintain eligible status with the Universal Service Administrative Company (USAC) and the Federal Communications Commission (FCC) in order to participate in the e-rate program. In the event that an e-rate eligible applicant applies for e-rate eligible services and is denied funding by USAC or FCC the vendor must agree that the applicant is to not be held liable for the purchase of the services that were to be established as a result of the e-rate application.

3. **CONTRACT PERIOD:** Establish a 12 month contract with an option to extend for a second, third, fourth and fifth 12-month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the state and the vendor no later than 30 days prior to the expiration of the previous 12 month period. Prices cannot increase, but may be decreased at anytime during the contract period.
4. **ASSIGNMENT OF CONTRACT:** The vendor must not assign, sublet or transfer any contract or part of contract resulting from this invitation to bid without written permission from the Director of State Purchasing.
5. **ACKNOWLEDGEMENT OF TERMS AND CONDITIONS:** The vendor, by signing and returning his bid, stipulates that he or she has read, understands, and will comply with all provisions of this ITB.
6. **QUALIFIED BIDDERS:** Vendor(s) are to bid only on the MSAs (Metropolitan Service Area) and/or RSAs (Rural Service Area) in which the company is licensed to provide service and equipment and in which he can provide consistent, satisfactory service.
7. **RESPONSE TO INVITATION TO BID:** Vendor must submit one (1) original paper bid response and two (2) paper copies to State Purchasing. Vendor must also submit a soft (electronic) copy of their Catalog Detail Pricing Sheet on a properly labeled CD.
8. **BID EVALUATION AND AWARD:** Bids will be evaluated for technical compliance with the specifications identified herein. Failure to meet the technical specifications will disqualify the bid.

Awards will be made on an RSA/MSA area by area basis, using the total from the Target Configuration price sheet. The STATE will award both equipment and services to a single vendor for each MSA/RSA. In areas where no single vendor can provide service to the entire service area, the award of the area may be divided. Vendors bidding more than one service area must bid the same prices for each area. The vendor must bid all line items on the Target Configuration Price Sheet for the bid to be compliant.

The award will be made to the vendor with the lowest aggregate lump sum price for a group of items identified on the "Cellular Wireless Target Configuration Price Sheet". For evaluation purposes, the grouping will consist of line items representing potential costs associated with cellular service as outlined below:

| Item | Quantity |
|---|----------|
| • Usage Package (200 minutes) | 50 |
| • Usage Package (450 minutes) | 100 |
| • Usage Package (1350 minutes) | 150 |
| • Pooled Minutes Plan (9000 minutes for a group of 20 phones) | 50 |
| • Data Air Card - Unlimited Usage | 100 |
| • PDA with Unlimited Email and 600 Cellular Minutes | 150 |
| • PDA with Unlimited Email Added to Voice Line | 75 |
| • Instant and Text Messaging - Unlimited Usage | 20 |

The minute usage rates are for evaluation purposes only. The vendor must include, at a minimum, the above packages and items on the Catalog Detail Pricing sheet. The vendor should also include on the Catalog Detail Pricing Sheet ALL other packages and rate plans the vendor can offer the STATE.

9. MSA (METROPOLITAN SERVICE AREA): MSAs in the state of Alabama are described as:

Anniston MSA

- Calhoun Co

Birmingham MSA

- Jefferson Co
- Walker Co
- St. Clair Co.
- Shelby Co.

Dothan MSA

- Dale Co
- Houston Co

Gadsden MSA

- Etowah Co

Huntsville MSA

- Limestone Co
- Marshall Co
- Madison Co

Mobile MSA

- Mobile Co
- Baldwin Co

Montgomery MSA

- Montgomery Co
- Autauga Co
- Elmore Co

Florence MSA

- Lauderdale Co
- Colbert Co

Phenix City MSA

- Russell Co

Tuscaloosa MSA

- Tuscaloosa Co

10. RSA (RURAL SERVICE AREA): RSAs in the state of Alabama are described as:

ALABAMA RSA #1

- Blount Co

ALABAMA RSA #2

- Cherokee Co

ALABAMA RSA #3

- Choctaw Co

- Cullman Co
- Franklin Co
- Lawrence Co
- Marion Co
- Morgan Co
- Winston Co

- De Kalb Co
- Jackson Co

- Fayette Co
- Greene Co
- Hale Co
- Lamar Co
- Marengo Co
- Pickens Co
- Sumter Co

ALABAMA RSA #4

- Bibb Co
- Chilton Co
- Dallas Co
- Lowndes Co
- Perry Co
- Wilcox Co

ALABAMA RSA #5

- Chambers Co
- Clay Co
- Cleburne Co
- Coosa Co
- Randolph Co
- Talladega Co
- Tallapoosa Co

ALABAMA RSA #6

- Clarke Co
- Conecuh Co
- Escambia Co
- Monroe Co
- Washington Co

ALABAMA RSA #7

- Butler Co
- Coffee Co
- Covington Co
- Crenshaw Co
- Geneva Co
- Pike Co

ALABAMA RSA #8

- Barbour Co
- Bullock Co
- Henry Co
- Lee Co
- Macon Co

11. VOLUME OF BUSINESS: The State of Alabama does not guarantee a volume of business.

12. CONTRACT PRODUCT SHOW: The awarded vendor(s) will be required to attend and participate in State Purchasing's annual contract product show.

13. TAXES/FEES: The STATE is exempt from paying federal excise tax, E911 taxes, and county and local sales tax. The STATE will pay the state mobile communications tax which is currently 6%. No other monthly recurring fees, to specifically include but not limit to, administrative roaming, billing, surcharges, set up fees, recovery fees, electronic billing and Universal Service Fund, will be charged to the State. The State will pay no other taxes unless they are federally mandated to be paid by the customer. Charges that pertain to service packages, such as overage charges, must be stated in the catalog, or the State will not pay.

14. DIRECTORY ASSISTANCE: The State understands that fees for Directory Assistance calls are regulated by the FCC and are considered a pass-through charge by the cellular provider. The State will pay no more than what the FCC charges for Directory Assistance calls. The vendor should include in the bid any free Directory Assistance access phone numbers available to users in order to prevent incurring charges for FCC Directory Assistance calls.

15. CANCELLATION FEES: There will no charges levied upon the STATE for the cancellation of services or features at any time during the life of this contract. This includes early termination fees.

16. LOST AND STOLEN TELEPHONES: The vendor must maintain a 24-hour 7 day-a-week number for reporting lost or stolen equipment so that service can be shut off for the number(s) involved. **The STATE will not be responsible for any usage expenses and/or other charges after reporting the equipment missing or stolen.**

- 17. INSTRUCTIONS AND TRAINING:** The vendor must provide legible printed instructions on use of the vendor's cellular, data and PDA wireless equipment, service, and features. These instructions must be easily understood by persons unfamiliar with cellular equipment, services, and/or the features provided. When requested, the vendor must supplement the printed instructions with personalized training for one or more users at no cost to the State.
- 18. PROTECTION AGAINST THEFT OF SERVICE:** The vendor is to describe any features or services used to protect against theft of services such as duplication of Identification numbers transmitted by cellular equipment or through duplication of firmware equipment identification numbers from stolen equipment, and other unauthorized use.
- 19. SUSPECTED FRAUD:** In the event of suspected fraud or cloning, the vendor must notify the agency/customer prior to disconnecting the service.
- 20. PERMIT STATE CALLING CARD USAGE:** The vendor's network and equipment must in no way impede or prevent State of Alabama officials from using their State of Alabama issued Calling Cards for Long Distance calls.
- 21. AREA CODE BLOCKING:** The vendor must describe any capabilities they have to block or prevent calls to 900 and other high fraud area codes. Also, describe any other features to restrict calling such as calls to local numbers and 1-800 numbers.
- 22. LOCAL NUMBER PORTABILITY:** Regardless of which vendor becomes the provider of the new contract, state employees will keep the same 10 digit wireless number. The awarded vendors must work with the STATE to have these numbers ported in a smooth manner, without disruption of service.
- 23. COVERAGE AREA MAP(S):** The vendor must provide a predictive RF modeling map showing in-building, in-car and in-street coverage for phone and data service. Map should be C-Size at a minimum. Vendors should secure maps in a sealed envelope and mark envelope to indicate map is enclosed.
- 24. COMPLIANCE WITH FEDERAL REGULATIONS:** The cellular service providers responding to this ITB must be in full compliance with all Federal Communications Commission rules and regulations pertaining to cellular telephone services and equipment vendors, and if deemed non-compliant at any time during the contract will pay for all conversion costs to become fully compliant. The STATE may require the vendor to provide certification of the company's authorization to provide cellular services and equipment.
- 25. WIRELESS PRIORITY SERVICE:** Vendor must be able to offer wireless priority service to agencies with access to the next available wireless channel before the general public by dialing an assigned pin number before placing a cellular call to get a quick connection. In order to use this service, the agency must have each subscriber that wishes to use this feature approved by the national communications system.
- 26. DETAILED EMERGENCY RESPONSE PLAN:** Vendors must provide a detailed emergency response plan with the bid.
- 27. BILLING FORMAT:** The STATE requires that all bills sent to a single agency billing address be setup with a single invoice listing the total amount billed for all cellular telephones/devices and services being billed to that agency address. The vendor must also provide detailed call reports broken down by each cellular telephone number listing all calls and services being billed on the

monthly invoice. The detailed call reports must list the Date, Time, Numbers Called or Calls received and duration of the call. Agencies may request that detailed billing not be provided for one or more cellular numbers. This report is to be provided at no cost to the STATE.

28. BILLING PERIOD: The vendor can bill for access (fixed monthly cost) one month in advance. All other billing must be in arrears. Due to State laws and procedures, invoices will almost always be paid two months in arrears.

29. EQUIPMENT/SERVICE PRICE LIST: All awarded vendors will be required to furnish, upon any state agencies' request, a complete list of all items bid. This price list will be in force for the entire period of the contract resulting from this bid. Failure to comply will result in that vendor being removed from the contract and those lines will be awarded to the next lowest bidder.

The price list must include ALL handsets, accessories, data cards, PDAs, as well as services including, but not limited to, voice mail, short/text messaging, email and internet access listed on the Catalog Detail Price Sheet. Vendors are also required to include all applications available for government use, including, but not limited to, commercial connectivity services, international service plans, GPS tracking, and voice and on-screen turn-by-turn navigation. **Agencies cannot purchase any equipment or service not listed in the catalog.**

These prices cannot be increased at any time during the length of this contract. Only new pieces of equipment or newly introduced services can be added to a catalog after an award has been made. The vendor will notify the Purchasing buyer immediately of any price decreases affecting the contract. The STATE will receive the benefit of the decrease as soon as possible in accordance with the written notification from the contract vendor.

Vendor must include state catalog prices on their website. Vendor must furnish a link to the website, to allow all state agencies to access the vendor's State catalog online.

30. NEW EQUIPMENT AND SERVICES: When an awarded vendor acquires new models of equipment and/or new services that can be offered during the contract period, the vendor must send documentation along with a written request for those items to be added to the contract. The documentation and written request must be sent to the Purchasing Buyer overseeing the contract. The buyer will examine the documentation and, if approved, add any new items to the contract. **The STATE expects new service packages and equipment to be added to the catalog at specially discounted prices.**

31. PROMOTIONAL PRICING: Promotional offerings consisting of contract items will be considered and offered at a reduced price for the promotional period. A promotional offering of items not on contract will be considered if the price is equal to or less than the sum of the contract prices. The state will not file for rebates; the vendor must offer and bill at the net discounted price of the applicable offering. Volume discounts will be allowed with the provision that any purchasing entity that purchases the equivalent volume be offered the same rate of discount. The STATE understands that this promotional pricing may be for a limited period of time. Vendor will make the STATE aware of these promotions as they occur during the contract period. Promotions may only be extended to equipment and accessories.

32. WORKING SAMPLE: Vendor may be required to provide a working sample of various handsets and devices at no cost to the state at any time during the contract. Both the equipment and the service will be provided at no cost to the State for a minimum ten day test period.

33. FREE LOANERS: For special events, vendor must provide phones and services for a limited period

of time at no cost to the STATE.

- 34. OVERNIGHT DELIVERY:** Vendor must provide overnight delivery of equipment, at no extra cost to the STATE. In addition, postage on any items returned by the STATE must be paid by the vendor.
- 35. LOCAL CONTACT:** Although vendor's account representative does not have to be located in Montgomery, vendor must have a local office in Montgomery, Alabama to handle issues including, but not limited to, immediate need of a device or training on an as needed basis.
- 36. INVENTORY REPORT:** Each January, the vendor will provide an inventory listing, for the latest billing period, which identifies each cellular telephone and data device (air card, PDA) assigned to agencies of the State of Alabama. The report must be provided in soft copy, as well as hard copy, if requested. The report must be sorted by state agency and include the following summary information:
- Each telephone number
 - Total number of telephones/devices per state agency
 - Total minutes of usage per state agency to broken down by voice and data
 - Grand total of telephones/devices
 - Grand total of minutes of usage, both voice and data

This report will be provided at no cost to the STATE.

- 37. USAGE REPORTS:** The vendor may be asked to provide to the STATE or respective agency, usage reports for the previous six months billing cycle. This report will include the following data: date and time, number called, duration of call, associated cost per call, and the total cost. Also included will be features, including GPS tracking and turn-by-turn navigation, and any internet driven applications. This information must be sorted by State agency and telephone number for all telephones and data devices being invoiced to the respective agency. This report will be provided at no cost to the STATE.
- 38. RATE PLAN ANALYSIS:** The vendor must perform rate plan analysis twice a year for each state department. The resulting report must include cost control recommendations. This report will be provided at no cost to the STATE.
- 39. ADDING/DELETING SERVICE:** Each agency will be allowed to add or delete service packages during a fiscal year to achieve optimum savings or performance at no additional cost to the State. Adding/deleting any features and/or upgrading equipment and service packages will be done so with no change or upgrade charges/fees. Changes will be accomplished via purchase orders or purchase order changes from the ordering agency.
- 40. SOFT COPY OF ITB SPECIFICATIONS.** Vendor may request a soft (electronic) version of the ITB specifications by submitting a written request to:

Ms. Pat Antle
State Purchasing
Department of Finance
100 N. Union Street, Suite 192
Montgomery, Alabama 36130
FAX: 334-242-4419 (notify 334-242-7253 of transmission!)
Email: pat.antle@purchasing.alabama.gov

41. SERVICE SPECIFICATIONS:

- a. **USAGE PACKAGES/PLANS:** Vendor is to include pricing, on the Catalog Detail Pricing sheet, for all usage packages offered by the vendor. Vendor must include on the Catalog Detail Pricing sheet the usage packages and plans indicated on the Target Configuration Pricing sheet. Vendor is highly encouraged to include all plans they think may be appropriate to the STATE, in the catalog, but must, at a minimum, include international voice and data plans for all type devices, GPS locating plans, voice and turn-by-turn navigation plans and commercial connectivity services. State agencies will only be able to order plans included in the catalog submitted by the awarded vendor.

Vendor must include in the catalog any overage charges associated with any usage package. If the vendor does not include overage charges for a plan, the State will interpret that to mean the vendor does not intend to charge any overage charges for that plan. **The Vendor CANNOT turn off a phone due to a state employee going over the plan minutes.**

- b. **MANDATORY SERVICE FEATURES:** The following minimum services must be included at no additional charge to the State:

- Call Forwarding
- Call Waiting
- Calling Line Identification
- Voice Mail
- Three Way Calling

The vendor must provide pricing in the catalog detail pricing for other available service features to include, but not limit to, SMS, MMS, paging, and texting.

- c. **SERVICE REQUIREMENTS:** The vendor must provide for voice service coverage of not less than 85% of the state of Alabama, described in Target Configuration instructions. In the four major metropolitan areas of Alabama, identified as Birmingham, Huntsville, Mobile and Montgomery, the minimum sustainable data throughput must be 500 kbps in both the uplink and downlink directions. In all other areas in the State of Alabama, the minimum sustainable data throughput must be 50 kbps in both the uplink and downlink directions. Vendor must maintain these minimum requirements throughout the life of this contract. Vendor must only bid in MSAs/RSAs in which he can provide consistent, satisfactory service. Vendor will be required to provide customers a local number in each RSA/MSA bid.

- d. **PRICE SCHEDULES:** Any vendor bidding one or more service areas must bid the same rates for equipment, usage packages and any documented fees, for each RSA/MSA for which the vendor is bidding.

- e. **EMERGENCY PLAN:** Vendor must provide an emergency plan to be used by employees for a limited (if any) number of monthly minutes. Vendor must list a monthly fee, if appropriate, and a per minute cost in the catalog. Intrastate and interstate roaming and intrastate and interstate long distance will not be charged. The vendor must provide a "free" handset, as described below, for this plan, as well as all other plans. This emergency service is necessary for instances where state agencies require a phone for emergency situations only and would rarely, if ever, place calls.

- f. **ROAMING AND LONG DISTANCE OUTSIDE OF THE UNITED STATES:** Vendor must list any applicable roaming and long distance charges, applied to calls originating or

terminating outside the U.S., on the Catalog Detail Price Sheet. **The State will not pay any roaming or long distance charges inside the United States.**

- g. **POOLED MINUTE PLANS:** Vendor must offer “pooled” or shared minute plans for use by state agencies and entities. Each telephone within the pool group will use its own airtime minutes each month, then share the unused minutes of the other telephones in the group. These pooled plans and any costs per each telephone in the group must be included on the Catalog Detail Sheet.
- h. **MOBILE TO MOBILE PLANS:** Vendor will list any ‘mobile-to-mobile’ or ‘in-network’ plans on the Catalog Detail Sheet. These plans will allow state employees to make and receive calls to and from other same vendor state phones, without using the regular allowance of minutes.
- i. **DATA AIR CARD:** Vendor must offer incremental and unlimited usage plans for use with air cards connected to laptops/PCs. These plans must be included on the Catalog Detail Sheet.
- j. **PDA EMAIL/DATA USAGE:** Vendor must offer incremental and unlimited usage plans for PDAs. Users must be able to send and receive email securely using the PDA. Vendor must offer “Push” and/or “Pull” technologies and products for state agencies and employees to access email. These plans and products must be included on the Catalog Detail Sheet.
- k. **TEXT FEATURES:** When new devices or service plans are issued/activated, the vendor will have the text feature automatically blocked unless the purchase order specifically states that a text feature is to be added, or the service plan ordered includes texting. The agency will have to order a text feature in order to receive it.
- l. **ANY OTHER CHARGES:** Vendor must include, in the catalog, any charges that he intends to charge the State, such as overage minutes, or any charge for a service or feature. The STATE will not pay for any charges not listed in the catalog. This does not apply to fees, taxes or monthly recurring charges.

42. EQUIPMENT SPECIFICATIONS:

- a. **CONVERSION OF EXISTING SERVICE/EQUIPMENT:** There is to be **no charge** for conversion of existing equipment from the existing cellular service provider to the new cellular service vendor’s system during the life of the contract should the agency convert. If the awarded vendor’s service technology is not compatible with existing equipment, the vendor must replace, at no additional cost to the STATE, said equipment with comparable equipment which is compatible with the service technology. This includes all handsets and data devices, including flip-top models, PDAs and air cards.

If the current provider is the successful awarded vendor, the vendor must offer to replace any current voice only devices that are a minimum of two (2) years old with one of the free models that are bid at no cost. The user will choose which of the free models he/she wishes to replace their current device with.

- b. **TELEPHONES INCLUDED WITH NEW SERVICE:** During the life of the contract, vendor(s) must provide a voice device **free of charge** when state agencies purchase new cellular service. Vendors must include in their catalog a minimum of five models of voice cellular devices free of charge, including at least two flip models. Minimum specifications for

this telephone are detailed in the paragraph below. Agencies may, at their discretion, choose to purchase a unit with more features. However, any unit purchased must be included on the Catalog Detail sheet. All vendors must include in their catalog a minimum of six models of voice cell phones, as well as at least one model of air cards and three models of PDA's. Vendor must include Blackberry devices and other brand Smartphone devices. Vendor must include in their catalog at least one voice and data combined model with international capability and GPS capability.

- c. **SPECIFICATIONS FOR CONVERSION/NEW ACCOUNT PHONES:** In addition to the specifications detailed in the "GENERAL SPECIFICATIONS" and "PORTABLE/HANDHELD SPECIFICATIONS" sections below, the following features must be included:

- Redial
- Speed dialing
- One-touch access to voicemail
- Caller ID and Call Waiting
- Dialed, received, missed calls
- Keypad lock
- Color Screen
- On-screen battery indicator
- One-touch credit card dialing
- Phone book
- Ring tones
- Silent, vibrate alert
- Short message service
- Voicemail capability and notification
- Message and voice mail waiting indicators

The following minimum accessories must be included:

- Battery
- Battery charger
- If applicable, Sim card

- d. **EQUIPMENT DOCUMENTATION:** The vendor must provide complete manufacturers' documentation for all equipment and services bid. The information provided must address all specifications and features for each type of wireless telephone set, service, and other items as specified in this ITB. All documentation and information provided must be clearly labeled to show which model number, specification, and catalog number to which the information is applicable. The vendor may provide additional information to support the manufacturer's documentation in the same format. **Failure to provide and label the required documentation may result in rejection of your bid.**
- e. **NEW EQUIPMENT:** All equipment must be new and unused and acceptable by the original equipment manufacturer for their maintenance.
- f. **WARRANTY:** All cellular handsets and devices bid must have a minimum one year warranty.
- g. **REPAIR SERVICE:** All repair work is to be performed by the vendor or manufacturer. Subcontracting repair work is not permissible. The STATE will operate within the service

cycle of the vendor. When repair service is required, however, a 'loaner phone' will be provided as an interim replacement.

h. DISCONTINUED EQUIPMENT: In the event that any equipment is discontinued during the contract period, the contract vendor will make available equipment that is equal to or superior in performance, function and features. The replacement equipment will be available through the contract under the same pricing, terms and conditions as the item (s) it replaces.

i. GENERAL SPECIFICATIONS: The specifications shown below are the **minimum** specifications that must be met for all cellular telephone equipment categories bid. Minimum specifications are:

- roaming indicator
- call-in-absence indicator/display
- signal strength indicator or display
- backlit keypad with selectable audible feedback
- easily read backlit display with status indicators
- last number redial
- scan capability with ability to enable/disable roaming
- call timers
- integral independent control of volumes for keypad, earpiece/speaker, and microphone
- capability to display telephone number of set
- microphone muting
- DTMF keypad stays active after call completes
- user coded electronic locking of telephone

j. PORTABLE/HANDHELD SPECIFICATIONS

i. REQUIRED FEATURES (For any units included on the Catalog Detail Pricing sheet):

- lightweight compact design to fit on the person
- minimum power output of 0.6 watts
- signal strength meter or display
- battery status indicator or display
- one touch emergency dialing for 911 calls
- minimum of 500 contacts memory with one-touch dialing capability
- capability to change keypad, earpiece, and ringer volumes
- vibrator to indicate incoming calls
- incoming and outgoing call log
- contact search
- caller id
- clear last digit and clear all to correct dial entry errors
- easily read status indicators
- backlit keypad and display with capability to turn off back lighting
- minimum of 4 hours talk time on standard battery

ii. ADDITIONAL FEATURES: The following features and accessories must be bid and priced in the Catalog Detail pricing sheets for this specification:

- Data cable
- Car Charger
- Extended time battery(s)
- Speakerphone
- Camera (1 mp minimum)
- Voice notes
- Wired earbud
- Bluetooth (wireless) earbud
- Carry case with belt clip
- Hands free car kit
- Handset cradle for car

iii. **OTHER REQUIRED PRICING:** The vendor must provide pricing for replacement batteries, antennas, and any expendable items on the Catalog Detail Pricing sheets for each specification category.

k. **PERSONAL DIGITAL ASSISTANT (PDA) / SMARTPHONE:** Vendor must bid a wireless single device email/data/telephone solution. This device must be a PDA, Blackberry, Smartphone or similar device with the following required features:

i. **REQUIRED FEATURES (For any units included on the Catalog Detail Pricing sheet):**

- lightweight compact design to fit on the person
- minimum power output of 0.6 watts
- signal strength meter or display
- battery status indicator or display
- E-mail – interface with State e-mail systems
- Web browser
- Encryption
- Ability to read common document formats to include PDF, Word, Excel, Power Point
- one touch emergency dialing for 911 calls
- minimum of 500 contact memory
- capability to change keypad, earpiece, and ringer volumes
- memory scrolling to display numbers in memory
- clear last digit and clear all to correct dial entry errors
- easily read status indicators
- backlit keypad and display with capability to turn off back lighting
- minimum of 4 hour talk time on standard battery
- minimum standby time of seven days
- Color display
- Backlit keyboard
- Thumb-operated track wheel, navigation buttons and/or stylus pens
- Vibrate mode
- Easy to understand icons and menus
- Calendar application
- Address book
- To-do list
- Memo Pad

- Speakerphone
- ii. **ADDITIONAL FEATURES:** The following features and accessories must be bid and priced in the Catalog Detail pricing sheets for this specification:
- Battery charger
 - Sync cradle (if required)
 - Extended time battery(s)
 - Camera (1 MP minimum)
 - Voice Notes
 - Car Charger
 - Wi-Fi for data connectivity
 - External memory card support
 - Wired earbud
 - Bluetooth (wireless) earbud
 - Carry case with belt clip

36 l. Data Card: Vendor must bid a data air card for use with laptops with the following required features:

i. **REQUIRED FEATURES (For any units included on the Catalog Detail Pricing sheet):**

- Broadband Access and national high-speed wireless data access
- Easy to install and use
- Intuitive user interface
- External Antenna Connector (external antenna can be sold separately)

ii. **ADDITIONAL REQUIRED FEATURES:** Air card must run on a computer with this minimum configuration:

- Microsoft Windows 2000, XP and Vista
- Mac OS x 10.3.9 or higher
- Standard Type II PCMCIA card slot (Cardbus) – CD-Rom drive
- 32 MB memory
- 14 MB free hard disk space

43. PRICING INSTRUCTIONS

- a. **CATALOG DETAIL PRICE SHEET:** The vendor should complete the Catalog Detail Pricing sheets first, because pricing from the sheets will be used to complete the Target Configuration Pricing sheet. In addition, these price sheets will provide the information and pricing required for the STATE to order Cellular telephone sets, services, and accessories. Additional copies of these forms should be made as required. **The catalog pricing must be placed on these forms or your bid(s) will be rejected.**

- i. **CATALOG NUMBER:** The manufacturer or vendor catalog number to be used by the STATE to order equipment and services must be a unique number for each equipment item and service bid. Exhibit number will not be accepted.

ii. **MANUFACTURER, PART#, COMPONENT, SERVICE, AND FEATURE DESCRIPTION:** This information is used to give a brief description of the equipment, services, and features being bid. Where applicable the manufacturer name should be included.

iii. **STATE'S UNIT COST:** This is the vendor's discounted selling price to the STATE for equipment, services, and features bid. This will be the unit cost, including installation if any, paid by the STATE for any item acquired from the contract, including any installation costs. This unit cost will be gathered to assemble the target systems, features, and services. All items must have a price; however a cost of "\$0.00" is acceptable. A blank line will be interpreted by the STATE as "\$0.00".
Do not enter "At State Cost" as the unit cost, any percentages or discounts, or any negative numbers.

b. **TARGET CONFIGURATION PRICE SHEET:** This sheet is used to provide pricing as part of the evaluation criteria for the award of this ITB. All pricing shown for the target configuration must be the same as that shown in the catalog detail pricing. Therefore, we recommend that the vendor develop the Catalog Detail Pricing first, before completing the Target Configuration Pricing sheet. All lines on the Catalog Pricing Sheet must be completed.
Do not enter "At State Cost", any percentages or discounts, or any negative numbers. Any (each) change on this sheet must be initialized by the person signing the bid or the bid will be rejected. A change includes a cross-out, strike-over, ink-over, white-out, erasure or any other method that changes what was originally entered.

i. **PRICING:**

For each of the following items (A – H), vendor is to enter the CATALOG NUMBER(S) and price (PRICE PER ITEM - MTHLY) in the appropriate column. Catalog numbers and associated pricing MUST match catalog detail pricing sheets. Vendor will then multiply the price for each item by the quantity (QTY) and place the result in the "TOTAL PRICE" column. The "TOTAL PRICE" column will then be summed and the result entered in the row I (Total Cost).

A. Usage Package (200 minutes): Vendor is to enter the charge for 200 minutes of nationwide airtime. Package must include unlimited mobile to mobile and a minimum of 2,000 nights and weekends minutes. No roaming or long distance costs are to be charged. Service must meet specifications described in section entitled "Service Specifications" above.

B. Usage Package (450 minutes): Vendor is to enter the charge for 450 minutes of nationwide airtime. Package must include a minimum of 5,000 nights and weekends minutes and unlimited mobile to mobile. No roaming or long distance costs are to be charged. Service must meet specifications described in section entitled "Service Specifications" above.

C. Usage Package (1350 minutes): Vendor is to enter the charge for 1350 minutes of nationwide airtime. Package must include unlimited nights and weekends and unlimited mobile to mobile. No roaming or long distance costs are to be charged. Service must meet specifications described in section entitled "Service Specifications" above.

D. Pooled Minutes Plan (9000 minutes): Vendor is to enter the total charge for 9000

minutes of shared nationwide airtime. The Plan must include unlimited nights and weekends and unlimited mobile to mobile for a group of twenty (20) phones. No roaming or long distance costs are to be charged. This cost must include any monthly charges for each phone, if applicable. The quantity of twenty has been selected for evaluation purposes only. Therefore, the vendor must enter on the Catalog Detail Price Sheet any monthly fees, if applicable, for each (one) phone in the group. Service must meet specifications described in section entitled "Service Specifications" above.

- E. Data Air Card Unlimited Usage:** Vendor is to enter the monthly charge for unlimited wireless data used with an air card. Service must meet specifications described in section entitled "Service Specifications" above.
- F. PDA/Smartphone Unlimited Usage to Include 600 Minutes Voice:** Vendor is to enter the monthly charge for nationwide unlimited wireless data (email, SMS, calendar), 600 nationwide minutes of airtime, unlimited text and instant messaging, unlimited nights and weekends and unlimited mobile to mobile. No roaming or long distance costs are to be charged. Service must meet specifications described in section entitled "Service Specifications" above.
- G. PDA/Smartphone Unlimited Usage Added to Voice Line:** Vendor is to enter the monthly charge for nationwide unlimited wireless data (email, SMS, Calendar) added to voice line. No roaming or long distance costs are to be charged. Service must meet specifications described in section entitled "Service Specifications" above.
- H. Instant and Text Messaging Unlimited:** Vendor is to enter the monthly charge for nationwide unlimited instant and text messaging.
- I. Total:** Total sum of items A through H.

ii. SERVICE AREAS:

- a. Service Areas:** Vendors are to list in this section which RSAs and/or MSAs they are bidding. If the vendor can service an entire area, write "all" on that line. If vendor can service only certain counties within that area, write in those counties.

Example: **RSA2: all**
 or
 RSA2: Jackson, Dekalb

- b.** If any one vendor can service an entire area where all other vendors can only provide partial service, that vendor may be awarded that RSA/MSA.
- c.** It is the bidder's responsibility to correctly list any or all MSAs and/or RSAs on the specified lines. The State will not be held responsible for any errors or omissions in prices or areas bid.

B

**STATE'S UNIT
COST (must include
installation cost)**

Target Configuration Pricing Sheet

| DESCRIPTION | CATALOG NUMBER(S) | PRICE PER ITEM (MTHLY) | QTY | TOTAL PRICE |
|---|----------------------|---------------------------|-----|----------------|
| A. Usage package (200 minutes) | | \$ | 50 | \$ |
| B. Usage package (450 minutes) | | \$ | 100 | \$ |
| C. Usage package (1350 minutes) | | \$ | 150 | \$ |
| D. Pooled Minutes Plan (9000 shared minutes for a group of 20 telephones) | | \$ | 50 | \$ |
| E. Unlimited Usage for Data Air Card | | \$ | 100 | \$ |
| F. Unlimited Usage for PDA/ Smartphone and email to include 600 voice minutes | | \$ | 150 | \$ |
| G. Unlimited Usage for PDA / Smartphone and email added to voice line | | \$ | 75 | \$ |
| H. Unlimited Instant and Text Messaging | | \$ | 20 | \$ |
| I. Total Cost | | | | \$ |

Vendors are to enter catalog number and price for each item/plan (A – H) as per description. Vendor will then, for each item A – H, multiply the price times the quantity (QTY) and place the result in the Total Price column. Total Price column for A – H must be summed and the result entered in Total Cost (I).

Vendors are to indicate below which MSAs and RSAs they are bidding. If the vendor can service an entire area, write “all” on that line. If a vendor can service only certain counties within that area, write in those counties.

RURAL SERVING AREA (RSA)

RSA 1 _____
 RSA 2 _____
 RSA 3 _____
 RSA 4 _____
 RSA 5 _____
 RSA 6 _____
 RSA 7 _____
 RSA 8 _____

METROPOLITAN SERVING AREA (MSA)

ANNISTON _____
 BIRMINGHAM _____
 DOTHAN _____
 FLORENCE _____
 GADSDEN _____
 HUNTSVILLE _____
 MOBILE _____
 MONTGOMERY _____
 PHENIX CITY _____
 TUSCALOOSA _____